

1. Movant is **WELLS FARGO BANK, N.A.**
2. Debtor(s) executed a promissory note secured by a mortgage or deed of trust. The promissory note is either made payable to Creditor or has been duly indorsed. Creditor, directly or through an agent, has possession of the promissory note. Creditor is the original mortgagee or beneficiary or the assignee of the mortgage or deed of trust.
3. Debtor, JESSICA D PAHOUNTIS and Non-Filing Co-Debtor, GREGORY A. PAHOUNTIS are the owners of the premises located at **1219 MAIN ST, NORTHAMPTON, PA 18067**, hereinafter known as the mortgaged premises.
4. Movant is the holder of a mortgage on the mortgaged premises.
5. Debtor's failure to tender monthly payments in a manner consistent with the terms of the Mortgage and Note result in a lack of adequate protection.
6. Movant wishes to institute foreclosure proceedings on the mortgage because of Debtor's failure to make the monthly payment required hereunder.

7. The foreclosure proceedings to be instituted were stayed by the filing of the instant Chapter 13 Petition.

8. As of December 19, 2018, Debtor has failed to tender post-petition mortgage payments for the months of November 2018 through December 2018. The monthly payment amount for the months of November 2018 through December 2018 is \$982.11, less suspense in the amount of \$371.56, for a total amount due of \$1,592.66. The next payment is due on or before January 1, 2019 in the amount of \$993.37. Under the terms of the Note and Mortgage, Debtor has a continuing obligation to remain current post-petition and failure to do so results in a lack of adequate protection to Movant.

9. Movant additionally seeks relief from the Co-Debtor Stay under §1301(c) (if applicable) in the instant case, as the continuation of the co-debtor stay causes irreparable harm to the Movant. Movant may be barred from moving forward with its state court rights under the terms of the mortgage without relief from the Co-Debtor Stay.

10. Movant has cause to have the Automatic Stay terminated as to permit Movant to complete foreclosure on its mortgage.

11. Movant specifically requests permission from the Honorable Court to communicate with Debtor and Debtor's counsel to the extent necessary to comply with applicable nonbankruptcy law.

WHEREFORE, Movant respectfully requests that this Court enter an Order;

a. Modifying the Automatic Stay and Co-Debtor Stay under Section 362 and 1301 with respect to **1219 MAIN ST, NORTHAMPTON, PA 18067** (as more fully set forth in the legal description attached to the Mortgage of record granted against the Premises), as to allow Movant, its successors and assignees, to proceed with its rights under the terms of said Mortgage; and

b. Movant specifically requests permission from this Honorable Court to communicate with Debtor and Debtor's counsel to the extent necessary to comply with applicable nonbankruptcy law; and

c. Granting any other relief that this Court deems equitable and just.

/s/ Mario J. Hanyon, Esquire

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